

Official Notice # 57439

Compliance Monitoring Services for Projects in the 30th Street Industrial Corridor, Milwaukee, Wisconsin

The Redevelopment Authority of the City of Milwaukee (RACM) is seeking proposals from qualified firms ("selected consultant") to evaluate and monitor contractors' compliance in conjunction with redevelopment activities in the 30th Street Industrial Corridor ("the Corridor"), to include, but not be limited to the following: Small Business Enterprises (SBE); Local Business Enterprise Program (LBE); Residence Preference Program (RPP); prevailing wage; Davis-Bacon; HUD Section 3; and/or Apprenticeships/On-the-job Trainee goals.

The RFP can be found on the DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

A Question and Answer Session will be held on April 26, 2013 at 1:00 p.m. in the First Floor Boardroom at the Department of City Development, 809 North Broadway.

Questions regarding this RFP should be addressed to RACM's Procurement and Contract Compliance Manager, Scott Stange, in writing via email at sstang@milwaukee.gov. **Deadline for questions regarding the RFP are due by 4:45pm on April 29, 2013.** Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **April 30, 2013**.

Proposals are due May 7, 2013 by 11:00 a.m. at the DCD Bid Desk located at 809 North Broadway, 2nd Floor, Milwaukee, Wisconsin 53202

All times in this RFP are Central Daylight Time (CDT).

April 17, 2013

**Redevelopment Authority of the City of Milwaukee
809 North Broadway
Milwaukee, Wisconsin 53202**

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Select Definitions:

Redevelopment Authority of the City of Milwaukee (RACM): RACM is an independent corporation created by state statute in 1958. The mission of the Redevelopment Authority is to eliminate blighting conditions that inhibit neighborhood reinvestment, to foster and promote business expansion and job creation, and to facilitate new business and housing development. Toward that end, the Redevelopment Authority:

- Prepares and implements comprehensive redevelopment plans
- Assembles real estate for redevelopment
- Is empowered to borrow money, issue bonds and make loans
- Can condemn property (eminent domain) in furtherance of redevelopment objectives

The Redevelopment Authority relies upon the Department of City Development for the professional, technical and administrative support necessary to carry out its mission.

30th Street Industrial Corridor (the Corridor): For the purpose of this contract, the Corridor boundaries are West Villard Avenue to the north; West Highland Boulevard to the south; North 27th Street to the east; and North 35th Street to the west. This boundary does not limit RACM's definition of projects that are associated with the Corridor but may be just outside the boundary.

Small Business Enterprises (SBE): A program to assist and protect the interests of individuals who are at a disadvantage and small business concerns in order to promote and encourage full and open competition in the City of Milwaukee and to enhance opportunities for individuals who are at a disadvantage to successfully compete in a free market as independent business owners in this city. Additional information can be found in the Milwaukee Code of Ordinances Chapter 370.

Residence Preference Program (RPP): A goal to achieve 40% of the worker hours shall be performed by unemployed or underemployed residents of the City of Milwaukee, and that contractors and subcontractors shall give fair consideration to all segments of the population including women and minorities. Additional information can be found in the Milwaukee Code of Ordinances Chapter 309.

Local Business Enterprise (LBE): A program to assist certified local firms who submit proposals and/or competitive bids for RACM contracts. This program may not be required on certain proposals and/or competitive bids due to funding source restrictions. Additional information can be found in the Milwaukee Code of Ordinances Chapter 365.

Apprentice/On-The Job Trainee Program: A program that every construction contract in excess of \$100,000 contains, where appropriate, a goal that the contractor shall employ apprentices in the performance of the contract and of all subcontracts entered into by the contractor, in accordance to the maximum ratio of apprentices to journeymen established by Wisconsin Dept of Workforce Development. See the Wisconsin Department of Workforce Development website for additional information: www.dwd.wisconsin.gov

Prevailing Wage Determination: The Wisconsin Department of Workforce Development creates a determination for prevailing wage rates on an annual basis for all public works projects in City of Milwaukee. Public works projects will require contractors to use prevailing wages. See the Department of Workforce Development website for additional information: www.dwd.wisconsin.gov

Living Wage Rate: The City of Milwaukee sets a living wage rate on an annual basis. See Milwaukee Code of Ordinances Chapter 310-13 for additional information.

Davis-Bacon Wage Determinations: The United States government establishes wage determination rates under the Davis-Bacon Act for select Federally funded projects. Projects may require Davis-Bacon wage determinations. See the Wage Determination Online website for additional information: www.wdol.gov

HUD Section 3: Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Select contracts may require HUD Section 3. Additional information can be found at: www.hud.gov

I. Background

The City of Milwaukee has identified the 30th Street Industrial Corridor (“the Corridor”) and one of its key economic development focuses. The Redevelopment of the City of Milwaukee (RACM) is spearheading this initiative and working with local, state and federal partners to implement various redevelopment projects throughout the area. The Corridor is a dynamic group of neighborhoods located in the heart of the Milwaukee. It is primarily made up of industrial properties but passes through many residential neighborhoods and commercial districts. In general, the Corridor boundaries are West Villard Avenue to the north; West Highland Boulevard to the south; North 27th Street to the east; and North 35th Street to the west. Please note, this boundary does not limit RACM's definition of projects that are associated with the Corridor but may be just outside the boundary.

Significant projects recently undertaken by RACM include the development of the Century City Business Park and the redevelopment of the former Esser Paint facility. Both of these projects met and/or exceeded the city's requirements for Milwaukee City Code of Ordinances Chapter 370.

In recognition of the Milwaukee Code of Ordinances, RACM, to the greatest extent possible, strives to achieve the contracting goals consistent with the City of Milwaukee's objectives, while adhering to Wisconsin Statutes.

Redevelopment activities may require any or all of the following: Small Business Enterprises program (SBE), Residence Preference Program (RPP), Local Business Enterprise Program (LBE), prevailing wages, Davis-Bacon wages, and Apprenticeship/On-the-job Trainee goals.

Through this RFP RACM will select a firm that will be expected to monitor the contractor's compliance with the afore mentioned programs, provide guidance and assistance to contractors working to meet the requirements, and other associated tasks.

II. Evaluating and Monitoring Objectives

- 1) The selected consultant will assist RACM with monitoring contracts associated with the 30th Street Industrial Corridor. Programs to be monitored include, but are not limited to: SBE, RPP, LBE, Apprentice/On-The-Job Trainee Program, Prevailing Wage, Living Wage, Davis-Bacon, & HUD Section 3.
- 2) The selected consultant will work with RACM to achieve the highest possible participation of programmatic requirements on (re)development projects in the Corridor.

III. Scope of Services

The selected consultant will be expected to assist RACM with any or all of the following services. There is no guaranteed amount of work. Each request for proposal (RFP) or competitive bid that RACM will put out under this monitoring contract is subject to restrictions and/or requirement determined by its funding source(s).

- 1) The selected consultant must be familiar with all of the programs listed in Section II. Evaluating and Monitoring Objectives.

- 2) Monitoring objectives will be completed on a task by task basis, funded, and authorized by individual work orders.
- 3) The selected consultant will use forms developed by the City of Milwaukee Office of Small Business Development (OSBD) for contract monitoring activities. Modified forms may be developed upon approval from RACM staff.
- 4) Assist RACM in drafting Request for Proposals (RFP) and/or bid specifications for contract packages.
- 5) Assist RACM in communicating with the SBE contractor community about bidding opportunities to maximize participation in a project.
- 6) Attend Pre-Bid meetings.
- 7) Assist RACM in their review/evaluation of RFPs and Bids for contract packages. This will include the receipt and certification of documentation regarding the Local Business Enterprise Program.
- 8) Assist potential bidders in achieving the RFP/Bid SBE goals to include the identification of existing resources and potential participants for potential bidders.
- 9) Provide assistance as requested by potential bidders in filling out SBE and RPP forms.
- 10) Assist potential bidders in verification of SBE Certification and calculation of SBE participation levels.
- 11) Monitor the monthly SBE Payment Reports and Final Payment Certifications.
- 12) Monitor the monthly RPP, SBE, and Certified Payroll Reports and Final Payment Certification.
- 13) Review change orders for compliance with participation provisions (where applicable)
- 14) Review and recommend action on Contractors' written notification of any RPP, SBE, or Apprenticeship/On-the-job Trainee needs or problems.
- 15) Audit and inspect the Contractors' and Subcontractors' records, when necessary, to verify the RPP, SBE, and Apprenticeship/On-the-job Trainee participation.
- 16) Notify RACM of a Contractor's failure to meet the participation provisions of RPP, SBE and Apprenticeship/On-the-job Trainee and recommend possible action to be taken.
- 17) Review copies of Contractors' and Subcontractors' payroll records to verify they are meeting prevailing wage or Davis-Bacon requirements.
- 18) Provide project and compliance updates to the RACM Board, the Common Council and the Mayor, as needed.

- 19) Monitor the monthly prevailing wage compliance and participation for Apprentice/On-the job Trainee, RPP, LBE, SBE and provide an e-mail to RACM summarizing activities.
- 20) Depending on the length of a particular contract, the selected consultant will conduct compliance reviews and provide a written report of your findings to RACM per the following:

Apprentice/On-the job Trainee = every 3 months

RPP = every 3 months (and an annual report)

LBE = every 3 months (and an annual report)

SBE = monthly (and an annual report)

III. Project Goals

Goals:

Residence Preference Programs (RPP):	40%
Small Business Enterprises (SBE) for:	
Construction:	25%
Purchase of Goods & Services:	25%
Purchase of Professional Services:	18%
Apprenticeship/On-the-job Trainee goals	Maximum ratio of apprentices to journeymen established by Wisconsin Dept of Workforce Development
Prevailing Wage:	Relevant wage standard dictated by funding source

IV. Contract Requirements

- 1) **Programmatic Familiarity:** The selected consultant must be familiar with all of the programs listed in Section II. Evaluating and Monitoring Objectives.
- 2) **Time Frame:** Work should begin as soon as a contract with the selected consultant can be executed and will be on an as needed basis upon commencement of contract packages. The initial time period for this contract will be for one year, with the option to extend the contract for two additional one-year periods upon agreement of both parties. There is no guarantee to the amount of work under this contract.
- 3) **Coordination:** A staff member from the RACM and/or the City's Department of City Development will coordinate the projects. RACM prefers that the selected consultant be accessible on a regular and as needed basis, and that working files also be accessible as

needed. The selected consultant and the RACM (City) will establish a regular communication format through which the RACM (City) can be kept current as to the evaluating and monitoring results of the contract packages.

- 4) **Products:** The selected consultant shall provide deliverables as noted under the Scope of Services. All monitoring reports, records, forms and, other data (including work in progress) from this contract will remain the property of the RACM. The RACM will have access to all other working papers or information stored on a computer or computer disk of the selected consultant concerning this contract. The selected consultant should check with the RACM prior to destroying any working papers or information stored on a computer or computer disk. The selected consultant may release no information about this project without the RACM's prior authorization. All monitoring reports, records, forms, and other data are subject to the Wisconsin Open Records law.
- 5) **Insurance:** Before commencing work the Consultant shall furnish RACM, for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000.00

The Consultant shall provide the RACM with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. RACM shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the RACN terminate a Contract. RACM, as an additional insured, shall be provided with at least 30days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of RACM, DCD or the City has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the RACM.

The certificate holder shall be noted as:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Scott Stange, Purchasing/Contract Services
Milwaukee, WI 53202

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

Selected consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

1. Title Page

The title page should include "Request for Proposal #57439, Redevelopment Authority of the City of Milwaukee, 30th Street Industrial Corridor Contract Monitoring Services," and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely state the selected consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the selected consultant, their titles, addresses, phone numbers, and e-mail addresses must be included.

3. Time and Cost Estimate

The selected consultant should provide a Fee Schedule to include standard unit rates that the firm will charge the RACM during the duration of the contract for:

- Labor (include personnel titles and hourly rates)
- Office equipment and shipping (including photocopy and phone charges)

All overhead rates must be included in the cost estimates provided to the Redevelopment Authority of the City of Milwaukee.

The successful contractor will be expected to honor the prices identified in this RFP for the duration of the contract, unless modified by mutual agreement in writing.

4. Documentation of Past Experience and Qualifications

- a) Information about the selected consultant's experience in working on similar projects.

Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references (no more than three) who can be contacted regarding these projects, the dates the work was performed, whether the office proposed for this contract was the servicing office, and whether key persons assigned to these projects are still with the firm and available to work on this project.

- b) Identification of the specific people/person who would work on the Milwaukee projects and a description of their qualifications. If different, the person who would manage the project must be identified.

5. Staffing

Key members of the selected consultant staff to be assigned to the project must be identified, along with a description of the tasks and approximate number of hours of involvement of each staff person in the project. Information about any proposed subcontractors and the staff who would work on the project must also be included.

6. Samples.

Provide a sample of the reports to be used for monitoring of RPP, SBE, LBE and Apprentice/On-the job Trainee participation and the annual monitoring of RPP, SBE and LBE participation.

Also, provide an example of an invoice to be used for compensation.

7. Small Business Enterprise (SBE) Participation

The goal for this contract is a total combined Small Business Enterprise (SBE) participation rate of 18% of the total dollars expended on this Contract. SBE's must be currently certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee, go to the following link, click on the "SBE Business Directory" and then click on "Search for Certified Firms":

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).

B. Selection of the Consultant

The RACM will evaluate proposals and assign points to each proposal using the following criteria:

- Experience and success in similar projects (a maximum of 25 points);
- Experience of the individual(s) proposed to be assigned to this project (a maximum of 25 points).
- SBE Business participation (a maximum of 20 points).
- Quality of the sample work included with the proposal (a maximum of 15 points).
- Accessibility to meet with RACM on a regular and as needed basis (a maximum of 15 points);

C. Contract Format

A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee and the selected consultant based upon the scope of work defined. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

D. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFQ Requirements) to Scott Stange. Questions must be sent in writing **no later than 4:45pm on April 29, 2013**. Questions initiated after **4:45pm on April 29, 2013**, will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **April 30, 2013**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 3 (three) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., May 7, 2013**. The proposals must be submitted **along with the required, SBE Form A, Affidavit of No Interest, and Non-Debarment Form.** Late submissions will not be accepted.

Proposals should be mailed or delivered to:

**Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57429 – 30th Street Industrial Corridor
Contract Monitoring Services**

VI. General RACM RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by the RACM of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the RACM shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the RACM, become the property of the RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM for damages sustained by the RACM by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the RACM reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment

Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

ATTACHMENT A

FORM A

***REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR
UTILIZATION OF SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION***

Official Notice # _____

Date: _____

The bidder's commitment for SBE participation on this project is %.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name

Authorized Signature and Title

Printed Name

STATE OF WISCONSIN, COUNTY OF _____

The above personally came before me this _____ day of (month) _____, (year) _____, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

County of _____, Wisconsin

My Commission Expires: _____

ATTACHMENT B

AFFIDAVIT OF NO INTEREST

[illegible]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, Consultant, for the attached submission for Official Notice No. #57439, Request for Proposals, **30th Street Industrial Corridor Contract Monitoring Services.**

Affiant further deposes and says that no officer, official or employee of the Redevelopment Authority of the City of Milwaukee or the Department of City Development of the City of Milwaukee, has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP

(Signature)

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires _____.

ATTACHMENT C

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

ATTACHMENT D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to RACM's Request for Proposals No. 57439 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had RACM not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

RACM's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.